

The Honorable Ricardo S. Martinez
Noted for: May 21, 2021

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

JIKIRI BAUTISTA, an individual, ARI SILVA, an individual;

Plaintiffs,

V.

WFS EXPRESS, a Delaware corporation,
CONSOLIDATED AVIATION SERVICES,
a New York corporation;

Defendants.

NO. 2:18-cv-00757 RSM

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
DISMISSING ACTION WITH
PREJUDICE**

THIS MATTER came before the Court on Plaintiffs' Motion for Final Approval of Settlement. The Court has considered all papers and materials submitted by the parties in support of the proposed Settlement Agreement, including Plaintiffs' preliminary and final motions in support of approval of the Settlement Agreement, all documents and exhibits filed in support thereof, and the record in this case. Having considered these materials and the statements of counsel at the Final Approval Hearing on June 3, 2021, the Court, being fully advised, has determined that the proposed Settlement Agreement should be approved as fair, adequate, and reasonable. In making this determination, the Court has considered the likelihood of success both with respect to Plaintiffs' claims and Defendant's defenses. The Court has also considered the status and extent of the Parties' investigation, research, discovery, and

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND DISMISSING ACTION WITH PREJUDICE - 1
Case No. 2:18-cv-00757 RSM

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negotiation with respect to Plaintiffs' claims and Defendants' defenses. The Court has reviewed the terms of the Settlement Agreement and has considered the recommendations of counsel for all parties. The Court is aware that substantial time and expense would be required to litigate Plaintiffs' claims in the event the proposed Settlement Agreement is not approved. Finally, the Court finds that all settlement negotiations were conducted in good faith and at arms' length and that there was no collusion. Good cause appearing therefore, it is hereby ORDERED, ADJUDGED, AND DECREED THAT:

1) The definitions set forth in the parties' Settlement Agreement, and the Court's February 4, 2021 Order Granting Stipulated Motion for Preliminary Approval of Class Action Settlement and Appointment of Class Representatives ("Preliminary Order") are hereby incorporated herein as though fully set forth in this Order Granting Final Approval of Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").

2) The Court has jurisdiction over the subject matter of this action and all parties, including members of the Class previously certified by the Court, which consists of:

All hourly employees at Employers' Sea-Tac International Airport ("STIA") facility who worked on the Amazon contract between the period between May 15, 2016 and November 21, 2020, and who have not disclaimed in sworn testimony experiencing missed meal or rest periods.

3) The Settlement Agreement was the result of arm's length negotiations between the Defendant and Class Counsel. The Court hereby approves the Settlement Agreement and finds that it is fair, reasonable, and adequate to the Class Members.

4) On or about March 1, 2021, the Class Administrator CPT Group began mailing the Notice of Class Action Settlement ("Notice") to all Class Members. The Court finds that the Notice, which consisted of an individual notice mailed to the last-known address of each Class Member, provided the best notice practicable under the circumstances. This Notice

1 provided due and adequate notice of these proceedings and of the matters set forth therein,
2 including the pendency of the action, the terms of the proposed Settlement Agreement, the
3 procedure for submitting objections to the Settlement Agreement, and the procedure for
4 requesting exclusion from the Class to all persons entitled to such notice. The Declaration of
5 Daniel P. La confirms that the Notice was mailed in accordance with the terms of the Settlement
6 Agreement and the Court's Preliminary Order. The Court finds and concludes that said Notice
7 fully satisfied the requirements of FRCP 23(c)(2)(B) and FRCP 23(e) and the requirements of
8 due process.

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10 5) No objections to the Settlement were received, and only one exclusion request
11 was submitted.

12 6) The Court hereby dismisses this action and any and all settled claims with
13 prejudice as to Plaintiffs and all Class Members, and without costs or attorneys' fees to any
14 Party except as provided under the terms of the Settlement Agreement, this Final Judgment, and
15 the Court's Order Granting Plaintiffs' Motion for Award of Attorney's Fees and Incentive
16 Awards.

17 7) The Court finds that Plaintiffs and Class Counsel adequately represented the
18 Class for purposes of entering into and implementing the Settlement.

19 8) The parties are hereby directed to proceed with the settlement payment
20 procedures specified under the terms of the Settlement Agreement, including those contained in
21 Section II & III of the Settlement Agreement.

22 9) Plaintiffs and all Class Members, and all persons purporting to act on their
23 behalf, are hereby barred and permanently enjoined from maintaining, prosecuting,
24 commencing, or pursuing any claim (either directly, representatively, or in any other capacity)

1 released under Section 3.3 of the Settlement Agreement against any of the Released Parties in
2 any action, arbitration, or proceeding in any court, and Plaintiffs and all Class Members shall be
3 conclusively deemed to have released and discharged the Released Parties from any and all such
4 claims.

5 10) Without affecting the finality of this Final Judgment for purposes of appeal, the
6 Court reserves jurisdiction over the Parties as to all matters relating to the administration,
7 consummation, enforcement, and interpretation of the Settlement Agreement, the Final
8 Judgment, the Court's Order Granting Plaintiffs' Motion for Award of Attorney's Fees, Costs,
9 and Incentive Awards, and for any other necessary purposes.
10

11 11) The Parties are hereby authorized, without further approval from the Court, to
12 mutually agree to and adopt such amendments, modifications, and expansions of the Settlement
13 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
14 Judgment and the Court's Order Granting Plaintiffs' Motion for Award of Attorney's Fees and
15 Incentive Awards, (ii) are effected consistently with the terms of the Settlement Agreement, and
16 (iii) do not limit the rights of the Class Members.
17

18 12) The Court approves the proposed class action settlement, and orders the
19 following: (a) Defendants are directed to fund the settlement, (b) CPT Group is authorized to
20 distribute the Settlement Funds, and (c) CPT Group is directed to distribute the attorney's fees
21 and incentive awards as provided in the "Order Granting Motion for Attorney's Fees and
22 Incentive Awards," of even date.
23

24 IT IS SO ORDERED this ____ day of June, 2021.
25

HONORABLE RICARDO MARTINEZ

1 Presented by:

2 BADGLEY MULLINS TURNER, PLLC

3 /s/ Mark A. Trivett

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